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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	SLP-E2311-DC (1-20)		
<b>Project Name/Number:</b>	SLP-E2311-DC (1-20)/SLP-E2311-DC (1-20)		

## Filing at a Glance

Company:	Protective Property & Casualty Insurance Company
Product Name:	SLP-E2311-DC (1-20)
State:	District of Columbia
TOI:	17.1 Other Liability-Occ Only
Sub-TOI:	17.1004 Contractual Liability
Filing Type:	Form
Date Submitted:	01/14/2020
SERFF Tr Num:	PRTB-132221764
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	SLP-E2311-DC (1-20)
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	Lida Ruiz
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	01/22/2020
Disposition Status:	APPROVED
Effective Date (New):	01/22/2020
Effective Date (Renewal):	01/22/2020

**State:** District of Columbia **Filing Company:** Protective Property & Casualty Insurance Company  
**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1004 Contractual Liability  
**Product Name:** SLP-E2311-DC (1-20)  
**Project Name/Number:** SLP-E2311-DC (1-20)/SLP-E2311-DC (1-20)

## General Information

Project Name: SLP-E2311-DC (1-20) Status of Filing in Domicile: Not Filed  
Project Number: SLP-E2311-DC (1-20) Domicile Status Comments: Specific to DC.  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 01/22/2020  
State Status Changed: Deemer Date:  
Created By: Lida Ruiz Submitted By: Lida Ruiz  
Corresponding Filing Tracking Number:

### Filing Description:

We are submitting this endorsement, SLP-E2311-DC (1-20) to update and bring into compliance our reimbursement insurance policy, SLP-2311-DC (2-17), approved on 2/23/2017, via PRTB-130911196.

Should you have questions, I may be contacted at 636-536-5611 or at lida.ruiz@protective.com.

## Company and Contact

### Filing Contact Information

Lida Ruiz, Paralegal II Lida.Ruiz@protective.com  
14755 North Outer Forty Rd., Suite 800-950-6060 [Phone]  
400 636-536-5643 [FAX]  
Chesterfield, MO 63017

### Filing Company Information

Protective Property & Casualty CoCode: 35769 State of Domicile: Missouri  
Insurance Company Group Code: 458 Company Type:  
14755 N. Outer Forty Road Group Name: State ID Number:  
Suite 400 FEIN Number: 43-1139865  
St. Louis, MO 63017  
(800) 950-6060 ext. [Phone]

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

<b>SERFF Tracking #:</b>	PRTB-132221764	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	SLP-E2311-DC (1-20)
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company		
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability				
<b>Product Name:</b>	SLP-E2311-DC (1-20)				
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	01/22/2020	01/22/2020

<b>SERFF Tracking #:</b>	PRTB-132221764	<b>State Tracking #:</b>		<b>Company Tracking #:</b>	SLP-E2311-DC (1-20)
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company		
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability				
<b>Product Name:</b>	SLP-E2311-DC (1-20)				
<b>Project Name/Number:</b>	SLP-E2311-DC (1-20)/SLP-E2311-DC (1-20)				

## Disposition

Disposition Date: 01/22/2020

Effective Date (New): 01/22/2020

Effective Date (Renewal): 01/22/2020

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Supporting Document	Reimbursement Insurance Policy and Approval	APPROVED	Yes
Form	District of Columbia Amendatory Endorsement	APPROVED	Yes

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	SLP-E2311-DC (1-20)		
<b>Project Name/Number:</b>	SLP-E2311-DC (1-20)/SLP-E2311-DC (1-20)		

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 01/22/2020	District of Columbia Amendatory Endorsement	SLP- E2311-DC (1-20)		END	New			SLP-E2311-DC (1-20).pdf

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**14755 North Outer Forty Road, Suite 400**  
**St. Louis, Missouri 63017**

**Endorsement to Policy Number: \_\_\_\_\_**

**District of Columbia Amendatory Endorsement**  
**Contractual Liability Policy**

The following is added to Section 11. **CANCELLATION**:

Insured will be given thirty (30) days' notice prior to cancellation or non-renewal, regardless of the reason for termination, including non-payment of premium.

Company shall not cancel or non-renew the policy until a notice of cancellation or nonrenewal has been mailed or delivered to the Commissioner.

The following are changes under Section 19. **ARBITRATION**:

The arbitration will be governed by the District of Columbia Arbitration Law, the Revised Uniform Act, D.C. Code 16-4401, Arbitration Act of 2007.

It is understood that the arbitration shall only be binding upon the parties after the dispute arises and both parties agree.

ENDORSEMENT DATE: \_\_\_\_\_ AUTHORIZED OFFICER

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	SLP-E2311-DC (1-20)		
<b>Project Name/Number:</b>	SLP-E2311-DC (1-20)/SLP-E2311-DC (1-20)		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	NA
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

<b>Satisfied - Item:</b>	Reimbursement Insurance Policy and Approval
<b>Comments:</b>	The submitted endorsement will be used with the attached approved policy.
<b>Attachment(s):</b>	SLP-2311-DC (2-17).pdf DC PRTB-130911196.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	01/22/2020

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Road**  
**St. Louis, MO 63017]**  
**[1-800-950-6060]**

**CONTRACTUAL LIABILITY POLICY**

**POLICY NO:**

**DECLARATIONS**

**INSURED AND ADDRESS:**

**POLICY PERIOD:**

**FROM:\_\_\_\_\_ TO:\_\_\_\_\_**  
**(12:01 A.M. Standard Time at the above address of the Insured)**



This Policy, together with its Declarations page and any attached endorsements, constitutes the complete and sole coverage provided. This is not a valid insurance policy unless a numbered Declarations page is attached.

PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY (herein called the "Company") agrees with the Insured named on the Declarations page of this Policy, in consideration of the payment of the premium and in reliance upon the Insured's statements and declarations, and subject to all the terms, conditions and exclusions of this Policy, as follows:

### **CONTRACTUAL INSURING AGREEMENTS**

Company will, on behalf of the Insured, pay or perform the Insured's legally binding Contractual Obligations under Consumer Contracts listed on Schedule A attached hereto and issued by the Insured during the Policy Period set forth on the Declarations page, only in the event the Insured is unable to pay or perform or cause the performance of its Contractual Obligations in accordance with a Consumer Contract. In the event the Insured does not pay a valid claim within sixty (60) days after a proof of loss covered by a Consumer Contract has been filed with the Insured, a Consumer Contract holder may file a direct claim against the Company.

### **DEFINITIONS**

When used in this Policy (including endorsements forming a part hereof):

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**Consumer Contract** means a service contract, service agreement, theft deterrent agreement, maintenance agreement, repair or replacement contract, warranty, limited warranty, roadside assistance agreement, vehicle protection product agreement, or similar agreement properly issued by the Insured during the Policy Period on a form approved by the Company in writing and for which the Policy premium has been paid.

**Contractual Obligation** means amounts the Insured is contractually obligated to pay and/or services the Insured is contractually obligated to perform under a Consumer Contract.

**Insured** means the individual, entity or company listed on the Declarations page as the Insured.

**Policy Territory** means the United States of America (excluding transportation to and from Alaska and Hawaii) or Canada.

## **CONDITIONS**

1. **TERRITORIAL LIMITS:** This Policy covers losses only within the limits of the Policy Territory.
2. **LIMITS OF LIABILITY:** In the event the Company must fulfill its obligations under this Policy because the Insured is unable to pay or perform or cause the performance of its Contractual Obligations in accordance with a Consumer Contract, the Company's liability shall be the same as the limit of liability stated in each Consumer Contract.
3. **PREMIUM:** All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the Policy Period and at such times during the Policy Period as the Company may direct.
4. **INSPECTION AND AUDIT:** Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections, the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are in compliance with any law, rule or regulation.
5. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:**
  - a. In the event of an occurrence, written notice containing particulars sufficient to identify the Insured, reasonable obtainable information with respect to the time, place and circumstances of the occurrence and the names and addresses of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after an occurrence.
  - b. If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by the Insured or its representative.
  - c. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization whom may be liable to the Insured because of damage with respect to which insurance is afforded under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of an Insured's obligation to pay shall have been finally determined either by judgment against an Insured after actual trial or by written agreement of an Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against an Insured's liability, nor shall the company be impleaded by an Insured or his legal representative.

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of the Company's liability under this Policy shall not be reduced by the existence of such other insurance. This is subject to Company's limited liability set forth in Section 2, LIMITS OF LIABILITY.

When both this insurance and the other insurance of Insured apply to a loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. **CONTRIBUTION BY EQUAL SHARES:** If all such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- b. **CONTRIBUTION BY LIMITS:** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy that such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
8. **SUBROGATION:** In the event of any payment(s) under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. The Company shall further have direct rights of action against the Insured for any payment(s)

made under this Policy arising out of the breach or alleged breach of the Insured's obligations under a Consumer Contract and/or this Policy.

9. **CHANGES:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement, issued to form a part of this Policy and signed by an authorized representative of the Company.
10. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind the Company until its consent is endorsed hereon.
11. **CANCELLATION:**
  - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations page advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
  - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations page. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
    - i. If required to do so by any regulatory body.
    - ii. In the event of any act of fraud by Insured.
    - iii. In the event of any violation of any of the terms of this Policy.

Company shall have the right to cancel this Policy in the event Insured does not make premium payment as required by giving thirty (30) days' written notice.
12. **NONRENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of nonrenewal is sufficient proof of notice. The Policy Period ends on the effective date of nonrenewal.
13. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or not renewed:
  - a. Coverage afforded by this Policy shall continue to apply to Consumer Contracts issued by the Insured prior to the effective date of such cancellation or nonrenewal.

- b. Coverage afforded by this Policy shall not apply to any Consumer Contract issued on or after the effective date of such cancellation or nonrenewal.
  - c. All premiums paid to or due to the Company on account of a Consumer Contract issued prior to the effective date of cancellation or nonrenewal shall be considered fully earned upon issuance and the property of the Company. Any unpaid amounts shall be immediately due and payable to the Company.
14. **DECLARATIONS:** By acceptance of the Policy, the Insured agrees that the statements and declarations made in applying for insurance are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and declarations, and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.
15. **CONFORMITY TO STATUTE:** Any provision of this Policy that is in conflict with the statutes or regulations of the State where this Policy has application or is effective is amended to conform to the minimum requirements of such statute or regulation. If any provision of this Policy is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
16. **NO BENEFIT TO BAILEE:** The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for loss to property covered by a Consumer Contract.
17. **OTHER CONDITIONS:**
- a. This insurance shall confer no benefits on any third party, except as endorsed hereon.
  - b. The Insured will also be required to pay as part of its obligations:
    - i. All expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company, and all interest on the entire amount of any judgment which accrues after entry of judgment.
    - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.
18. **EXCLUSIONS**

This Policy does not insure against:

- a. Any loss under a Consumer Contract which is covered by an applicable warranty provided by a manufacturer.
- b. Any loss or liability of Insured for delays in performing repairs or obtaining labor or parts.
- c. Any consequential damages, including, but not limited to, damage to covered property caused by a defect in a part supplied by a manufacturer or Insured or Insured's employee's negligence in performing a repair.
- d. Any negligent failure by Insured or Insured's employee to protect covered property from theft, vandalism or action of the elements.
- e. Loss caused by infidelity, conversion or embezzlement by any Insured who has custody of covered property or persons to whom the covered property is entrusted.
- f. Insured's liability for making refunds on cancelled Consumer Contracts.
- g. Loss or damage less than the deductible amount stated in a Consumer Contract.
- h. Any and all liabilities and obligations extending to anyone other than Insured and a Consumer Contract holder.

**19. ARBITRATION:**

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale thereof, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration.

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded. The arbitration will be before a panel of three arbitrators selected as follows: (1) one by Company; (2) one by Insured; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If Insured, Company or any agent of Company have any dispute between or among them that is subject to

arbitration and is related to any dispute covered by this arbitration clause, Insured and Company consent to a joining of the arbitration proceedings. No Insured will have the right to participate in a class action or any other collective or representative proceeding against Company. Only a Court, and not arbitrators, can determine the validity of this class action waiver. The arbitration shall take place in the county of Insured's residence, unless another location is mutually agreed upon by both parties. The parties agree to commence arbitration proceedings within sixty (60) days following the written notification of either party to the other as to their election to arbitrate a dispute regarding this Policy.

- c. Except for the filing fee and costs Insured may incur to present Insured's case, the cost of the arbitration shall be borne by Company provided, however, that should the arbitrators find that Insured has raised a dispute without substantial justification, the arbitrators shall have the authority to order that the cost of the arbitration proceedings be borne by Insured.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrators or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. This agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

**IN WITNESS WHEREOF**, the Company has executed and attested these presents:

[Authorized Officer]

[Authorized Officer]

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY  
CONTRACTUAL LIABILITY POLICY**

**SCHEDULE A  
TO  
POLICY NO. \_\_\_\_\_**



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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	SLP-2311-DC (2-17)		
<b>Project Name/Number:</b>	SLP-2311-DC (2-17)/SLP-2311-DC (2-17)		

## Filing at a Glance

Company:	Protective Property & Casualty Insurance Company
Product Name:	SLP-2311-DC (2-17)
State:	District of Columbia
TOI:	17.1 Other Liability-Occ Only
Sub-TOI:	17.1004 Contractual Liability
Filing Type:	Form
Date Submitted:	02/07/2017
SERFF Tr Num:	PRTB-130911196
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	SLP-2311-DC (2-17)
Co Status:	
Effective Date	03/07/2017
Requested (New):	
Effective Date	
Requested (Renewal):	
Author(s):	Lida Ruiz
Reviewer(s):	Carmen Belen (primary)
Disposition Date:	02/23/2017
Disposition Status:	APPROVED
Effective Date (New):	03/07/2017
Effective Date (Renewal):	03/07/2017

**State:** District of Columbia **Filing Company:** Protective Property & Casualty Insurance Company

**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1004 Contractual Liability

**Product Name:** SLP-2311-DC (2-17)

**Project Name/Number:** SLP-2311-DC (2-17)/SLP-2311-DC (2-17)

## General Information

Project Name: SLP-2311-DC (2-17) Status of Filing in Domicile: Pending

Project Number: SLP-2311-DC (2-17) Domicile Status Comments: Filed and pending in MO, our domiciliary state.

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 02/23/2017 Company Status Changed:

State Status Changed: Deemer Date:

Created By: Lida Ruiz Submitted By: Lida Ruiz

Corresponding Filing Tracking Number:

### Filing Description:

This submission is a replacement filing for the following policy and endorsement previously filed under SERFF Tracking # PRTB-130829162, on 1/24/2017.

Form Name	Form Number
Contractual Liability Policy	SLP-2311-2 (11/16)
District of Columbia Amendatory Endorsement Contractual Liability Policy	SLP-E2311-DC (11/16)

The submitted replacement Contractual Liability Policy, with form number SLP-2311-DC (2-17), incorporates into one document the previously approved policy and state endorsement.

## Company and Contact

### Filing Contact Information

Lida Ruiz, Paralegal II	Lida.Ruiz@protective.com
14755 North Outer Forty Rd., Suite 400	800-950-6060 [Phone]
Chesterfield, MO 63017	636-536-5643 [FAX]

### Filing Company Information

Protective Property & Casualty Insurance Company	CoCode: 35769	State of Domicile: Missouri
14755 N. Outer Forty Road	Group Code: 458	Company Type:
Suite 400	Group Name:	State ID Number:
St. Louis, MO 63017	FEIN Number: 43-1139865	
(800) 950-6060 ext. [Phone]		

## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State:	District of Columbia	Filing Company:	Protective Property & Casualty Insurance Company
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	02/23/2017	02/23/2017

## Objection Letters and Response Letters

### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Carmen Belen	02/14/2017	02/14/2017

### Response Letters

Responded By	Created On	Date Submitted
June French	02/23/2017	02/23/2017

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
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## Disposition

Disposition Date: 02/23/2017  
Effective Date (New): 03/07/2017  
Effective Date (Renewal): 03/07/2017  
Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Form (revised)	Contractual Liability Policy; District of Columbia Amendatory Endorsement	APPROVED	Yes
Form	Contractual Liability Policy; District of Columbia Amendatory Endorsement	FILED FOR INFORMATION ONLY/NO APPROVAL	Yes

**State:** District of Columbia **Filing Company:** Protective Property & Casualty Insurance Company

**TOI/Sub-TOI:** 17.1 Other Liability-Occ Only/17.1004 Contractual Liability

**Product Name:** SLP-2311-DC (2-17)

**Project Name/Number:** SLP-2311-DC (2-17)/SLP-2311-DC (2-17)

## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	02/14/2017
Submitted Date	02/14/2017
Respond By Date	02/24/2017

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Dear Lida Ruiz,

### **Introduction:**

Thank you for your submission. Kindly review the cancellation provisions found on page 5. Please let us know how the provision stating "In the event Insured does not make premium payment as required." where ten (10) days notice is given, differs from the provision stating "Insured will be given thirty (30) days' notice if this Policy is cancelled for non-payment of premium."

Please advise if there are any questions or concerns.

### **Conclusion:**

Sincerely,  
Carmen Belen

State:	District of Columbia	Filing Company:	Protective Property & Casualty Insurance Company
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
Product Name:	SLP-2311-DC (2-17)		
Project Name/Number:	SLP-2311-DC (2-17)/SLP-2311-DC (2-17)		

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	02/23/2017
Submitted Date	02/23/2017

*Dear Carmen Belen,*

### **Introduction:**

*Thank you for your initial review of this filing.*

### **Response 1**

#### **Comments:**

*Section 11 Cancellation has been amended to make it clear that the insured will receive 30 days notice in the event the policy is canceled for nonpayment of premium.*

### **Changed Items:**

*No Supporting Documents changed.*

State: District of Columbia Filing Company: Protective Property & Casualty Insurance Company  
 TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1004 Contractual Liability  
 Product Name: SLP-2311-DC (2-17)  
 Project Name/Number: SLP-2311-DC (2-17)/SLP-2311-DC (2-17)

Form Schedule Item Changes										
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments	Submitted
1	Contractual Liability Policy; District of Columbia Amendatory Endorsement	SLP-2311-DC (2-17)		PCF	Replaced	Previous Filing Number: 62	PRTB-1308291		SLP-2311-DC (2-17).pdf	Date Submitted: 02/23/2017 By: June French
						Replaced Form Number: (11/16); SLP-E2311-DC (11/16)				
Previous Version										
1	Contractual Liability Policy; District of Columbia Amendatory Endorsement	SLP-2311-DC (2-17)		PCF	Replaced	Previous Filing Number: 62	PRTB-1308291		SLP-2311-DC (2-17).pdf	Date Submitted: 02/07/2017 By: Lida Ruiz
						Replaced Form Number: (11/16); SLP-E2311-DC (11/16)				

No Rate/Rule Schedule items changed.

**Conclusion:**

Your earliest review and approval of this filing would be appreciated.

Sincerely,

June French

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	SLP-2311-DC (2-17)		
<b>Project Name/Number:</b>	SLP-2311-DC (2-17)/SLP-2311-DC (2-17)		

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1	APPROVED 02/23/2017	Contractual Liability Policy; District of Columbia Amendatory Endorsement	SLP-2311-DC (2-17)		PCF	Replaced	Previous Filing Number:	PRTB-130829162		SLP-2311-DC (2-17).pdf
							Replaced Form Number:	SLP-2311-2 (11/16); SLP-E2311-DC (11/16)		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other



**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Road**  
**St. Louis, MO 63017]**  
**[1-800-950-6060]**

**CONTRACTUAL LIABILITY POLICY**

**POLICY NO:**

**DECLARATIONS**

**INSURED AND ADDRESS:**

**POLICY PERIOD:**

**FROM:\_\_\_\_\_ TO:\_\_\_\_\_**  
**(12:01 A.M. Standard Time at the above address of the Insured)**

This Policy, together with its Declarations page and any attached endorsements, constitutes the complete and sole coverage provided. This is not a valid insurance policy unless a numbered Declarations page is attached.

PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY (herein called the "Company") agrees with the Insured named on the Declarations page of this Policy, in consideration of the payment of the premium and in reliance upon the Insured's statements and declarations, and subject to all the terms, conditions and exclusions of this Policy, as follows:

### **CONTRACTUAL INSURING AGREEMENTS**

Company will, on behalf of the Insured, pay or perform the Insured's legally binding Contractual Obligations under Consumer Contracts listed on Schedule A attached hereto and issued by the Insured during the Policy Period set forth on the Declarations page, only in the event the Insured is unable to pay or perform or cause the performance of its Contractual Obligations in accordance with a Consumer Contract. In the event the Insured does not pay a valid claim within sixty (60) days after a proof of loss covered by a Consumer Contract has been filed with the Insured, a Consumer Contract holder may file a direct claim against the Company.

### **DEFINITIONS**

When used in this Policy (including endorsements forming a part hereof):

.

**Consumer Contract** means a service contract, service agreement, theft deterrent agreement, maintenance agreement, repair or replacement contract, warranty, limited warranty, roadside assistance agreement, vehicle protection product agreement, or similar agreement properly issued by the Insured during the Policy Period on a form approved by the Company in writing and for which the Policy premium has been paid.

**Contractual Obligation** means amounts the Insured is contractually obligated to pay and/or services the Insured is contractually obligated to perform under a Consumer Contract.

**Insured** means the individual, entity or company listed on the Declarations page as the Insured.

**Policy Territory** means the United States of America (excluding transportation to and from Alaska and Hawaii) or Canada.

## **CONDITIONS**

1. **TERRITORIAL LIMITS:** This Policy covers losses only within the limits of the Policy Territory.
2. **LIMITS OF LIABILITY:** In the event the Company must fulfill its obligations under this Policy because the Insured is unable to pay or perform or cause the performance of its Contractual Obligations in accordance with a Consumer Contract, the Company's liability shall be the same as the limit of liability stated in each Consumer Contract.
3. **PREMIUM:** All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the Policy Period and at such times during the Policy Period as the Company may direct.
4. **INSPECTION AND AUDIT:** Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections, the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are in compliance with any law, rule or regulation.
5. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:**
  - a. In the event of an occurrence, written notice containing particulars sufficient to identify the Insured, reasonable obtainable information with respect to the time, place and circumstances of the occurrence and the names and addresses of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after an occurrence.
  - b. If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by the Insured or its representative.
  - c. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization whom may be liable to the Insured because of damage with respect to which insurance is afforded under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of an Insured's obligation to pay shall have been finally determined either by judgment against an Insured after actual trial or by written agreement of an Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against an Insured's liability, nor shall the company be impleaded by an Insured or his legal representative.

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of the Company's liability under this Policy shall not be reduced by the existence of such other insurance. This is subject to Company's limited liability set forth in Section 2, LIMITS OF LIABILITY.

When both this insurance and the other insurance of Insured apply to a loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. **CONTRIBUTION BY EQUAL SHARES:** If all such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- b. **CONTRIBUTION BY LIMITS:** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy that such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
8. **SUBROGATION:** In the event of any payment(s) under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. The Company shall further have direct rights of action against the Insured for any payment(s)

made under this Policy arising out of the breach or alleged breach of the Insured's obligations under a Consumer Contract and/or this Policy.

9. **CHANGES:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement, issued to form a part of this Policy and signed by an authorized representative of the Company.
10. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind the Company until its consent is endorsed hereon.
11. **CANCELLATION:**
  - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations page advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
  - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations page. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
    - i. If required to do so by any regulatory body.
    - ii. In the event of any act of fraud by Insured.
    - iii. In the event of any violation of any of the terms of this Policy.

Company shall have the right to cancel this Policy in the event Insured does not make premium payment as required by giving thirty (30) days' written notice.
12. **NONRENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of nonrenewal is sufficient proof of notice. The Policy Period ends on the effective date of nonrenewal.
13. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or not renewed:
  - a. Coverage afforded by this Policy shall continue to apply to Consumer Contracts issued by the Insured prior to the effective date of such cancellation or nonrenewal.

- b. Coverage afforded by this Policy shall not apply to any Consumer Contract issued on or after the effective date of such cancellation or nonrenewal.
  - c. All premiums paid to or due to the Company on account of a Consumer Contract issued prior to the effective date of cancellation or nonrenewal shall be considered fully earned upon issuance and the property of the Company. Any unpaid amounts shall be immediately due and payable to the Company.
14. **DECLARATIONS:** By acceptance of the Policy, the Insured agrees that the statements and declarations made in applying for insurance are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and declarations, and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.
15. **CONFORMITY TO STATUTE:** Any provision of this Policy that is in conflict with the statutes or regulations of the State where this Policy has application or is effective is amended to conform to the minimum requirements of such statute or regulation. If any provision of this Policy is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
16. **NO BENEFIT TO BAILEE:** The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for loss to property covered by a Consumer Contract.
17. **OTHER CONDITIONS:**
- a. This insurance shall confer no benefits on any third party, except as endorsed hereon.
  - b. The Insured will also be required to pay as part of its obligations:
    - i. All expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company, and all interest on the entire amount of any judgment which accrues after entry of judgment.
    - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.
18. **EXCLUSIONS**

This Policy does not insure against:

- a. Any loss under a Consumer Contract which is covered by an applicable warranty provided by a manufacturer.
- b. Any loss or liability of Insured for delays in performing repairs or obtaining labor or parts.
- c. Any consequential damages, including, but not limited to, damage to covered property caused by a defect in a part supplied by a manufacturer or Insured or Insured's employee's negligence in performing a repair.
- d. Any negligent failure by Insured or Insured's employee to protect covered property from theft, vandalism or action of the elements.
- e. Loss caused by infidelity, conversion or embezzlement by any Insured who has custody of covered property or persons to whom the covered property is entrusted.
- f. Insured's liability for making refunds on cancelled Consumer Contracts.
- g. Loss or damage less than the deductible amount stated in a Consumer Contract.
- h. Any and all liabilities and obligations extending to anyone other than Insured and a Consumer Contract holder.

**19. ARBITRATION:**

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale thereof, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration.

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded. The arbitration will be before a panel of three arbitrators selected as follows: (1) one by Company; (2) one by Insured; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If Insured, Company or any agent of Company have any dispute between or among them that is subject to

arbitration and is related to any dispute covered by this arbitration clause, Insured and Company consent to a joining of the arbitration proceedings. No Insured will have the right to participate in a class action or any other collective or representative proceeding against Company. Only a Court, and not arbitrators, can determine the validity of this class action waiver. The arbitration shall take place in the county of Insured's residence, unless another location is mutually agreed upon by both parties. The parties agree to commence arbitration proceedings within sixty (60) days following the written notification of either party to the other as to their election to arbitrate a dispute regarding this Policy.

- c. Except for the filing fee and costs Insured may incur to present Insured's case, the cost of the arbitration shall be borne by Company provided, however, that should the arbitrators find that Insured has raised a dispute without substantial justification, the arbitrators shall have the authority to order that the cost of the arbitration proceedings be borne by Insured.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrators or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. This agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

**IN WITNESS WHEREOF**, the Company has executed and attested these presents:

[Authorized Officer]

[Authorized Officer]



**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY  
CONTRACTUAL LIABILITY POLICY**

**SCHEDULE A  
TO  
POLICY NO. \_\_\_\_\_**

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Protective Property & Casualty Insurance Company
<b>TOI/Sub-TOI:</b>	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
<b>Product Name:</b>	SLP-2311-DC (2-17)		
<b>Project Name/Number:</b>	SLP-2311-DC (2-17)/SLP-2311-DC (2-17)		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	Not a PPA Filing. This is a contractual liability policy filing for service contract, warranty and limited warranty.
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	02/23/2017

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	Not a third party filing.
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	02/23/2017

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	Not a trust agreement filing.
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	02/23/2017

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	NA.
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	02/23/2017

State:	District of Columbia	Filing Company:	Protective Property & Casualty Insurance Company
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1004 Contractual Liability		
Product Name:	SLP-2311-DC (2-17)		
Project Name/Number:	SLP-2311-DC (2-17)/SLP-2311-DC (2-17)		

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
02/07/2017	FILED FOR INFORMATION ONLY/NO APPROVAL 02/23/2017	Form	Contractual Liability Policy; District of Columbia Amendatory Endorsement	02/23/2017	SLP-2311-DC (2-17).pdf (Superceded)

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Road**  
**St. Louis, MO 63017]**  
**[1-800-950-6060]**

**CONTRACTUAL LIABILITY POLICY**

**POLICY NO:**

**DECLARATIONS**

**INSURED AND ADDRESS:**

**POLICY PERIOD:**

**FROM:\_\_\_\_\_ TO:\_\_\_\_\_**  
**(12:01 A.M. Standard Time at the above address of the Insured)**

This Policy, together with its Declarations page and any attached endorsements, constitutes the complete and sole coverage provided. This is not a valid insurance policy unless a numbered Declarations page is attached.

PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY (herein called the "Company") agrees with the Insured named on the Declarations page of this Policy, in consideration of the payment of the premium and in reliance upon the Insured's statements and declarations, and subject to all the terms, conditions and exclusions of this Policy, as follows:

### **CONTRACTUAL INSURING AGREEMENTS**

Company will, on behalf of the Insured, pay or perform the Insured's legally binding Contractual Obligations under Consumer Contracts listed on Schedule A attached hereto and issued by the Insured during the Policy Period set forth on the Declarations page, only in the event the Insured is unable to pay or perform or cause the performance of its Contractual Obligations in accordance with a Consumer Contract. In the event the Insured does not pay a valid claim within sixty (60) days after a proof of loss covered by a Consumer Contract has been filed with the Insured, a Consumer Contract holder may file a direct claim against the Company.

### **DEFINITIONS**

When used in this Policy (including endorsements forming a part hereof):

.

**Consumer Contract** means a service contract, service agreement, theft deterrent agreement, maintenance agreement, repair or replacement contract, warranty, limited warranty, roadside assistance agreement, vehicle protection product agreement, or similar agreement properly issued by the Insured during the Policy Period on a form approved by the Company in writing and for which the Policy premium has been paid.

**Contractual Obligation** means amounts the Insured is contractually obligated to pay and/or services the Insured is contractually obligated to perform under a Consumer Contract.

**Insured** means the individual, entity or company listed on the Declarations page as the Insured.

**Policy Territory** means the United States of America (excluding transportation to and from Alaska and Hawaii) or Canada.

## **CONDITIONS**

1. **TERRITORIAL LIMITS:** This Policy covers losses only within the limits of the Policy Territory.
2. **LIMITS OF LIABILITY:** In the event the Company must fulfill its obligations under this Policy because the Insured is unable to pay or perform or cause the performance of its Contractual Obligations in accordance with a Consumer Contract, the Company's liability shall be the same as the limit of liability stated in each Consumer Contract.
3. **PREMIUM:** All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the Policy Period and at such times during the Policy Period as the Company may direct.
4. **INSPECTION AND AUDIT:** Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections, the making thereof, nor any report thereon, shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are in compliance with any law, rule or regulation.
5. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:**
  - a. In the event of an occurrence, written notice containing particulars sufficient to identify the Insured, reasonable obtainable information with respect to the time, place and circumstances of the occurrence and the names and addresses of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after an occurrence.
  - b. If a claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by the Insured or its representative.
  - c. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization whom may be liable to the Insured because of damage with respect to which insurance is afforded under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of an Insured's obligation to pay shall have been finally determined either by judgment against an Insured after actual trial or by written agreement of an Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against an Insured's liability, nor shall the company be impleaded by an Insured or his legal representative.

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of the Company's liability under this Policy shall not be reduced by the existence of such other insurance. This is subject to Company's limited liability set forth in Section 2, LIMITS OF LIABILITY.

When both this insurance and the other insurance of Insured apply to a loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. **CONTRIBUTION BY EQUAL SHARES:** If all such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- b. **CONTRIBUTION BY LIMITS:** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy that such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
8. **SUBROGATION:** In the event of any payment(s) under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. The Company shall further have direct rights of action against the Insured for any payment(s)

made under this Policy arising out of the breach or alleged breach of the Insured's obligations under a Consumer Contract and/or this Policy.

9. **CHANGES:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement, issued to form a part of this Policy and signed by an authorized representative of the Company.
10. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind the Company until its consent is endorsed hereon.
11. **CANCELLATION:**
  - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations page advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
  - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations page. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
    - i. If required to do so by any regulatory body.
    - ii. In the event Insured does not make premium payment as required.
    - iii. In the event of any act of fraud by Insured.
    - iv. In the event of any violation of any of the terms of this Policy.

Insured will be given thirty (30) days' notice if this Policy is cancelled for non-payment of premium
12. **NONRENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of nonrenewal is sufficient proof of notice. The Policy Period ends on the effective date of nonrenewal.
13. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or not renewed:
  - a. Coverage afforded by this Policy shall continue to apply to Consumer Contracts issued by the Insured prior to the effective date of such cancellation or nonrenewal.



- b. Coverage afforded by this Policy shall not apply to any Consumer Contract issued on or after the effective date of such cancellation or nonrenewal.
  - c. All premiums paid to or due to the Company on account of a Consumer Contract issued prior to the effective date of cancellation or nonrenewal shall be considered fully earned upon issuance and the property of the Company. Any unpaid amounts shall be immediately due and payable to the Company.
14. **DECLARATIONS:** By acceptance of the Policy, the Insured agrees that the statements and declarations made in applying for insurance are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and declarations, and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.
15. **CONFORMITY TO STATUTE:** Any provision of this Policy that is in conflict with the statutes or regulations of the State where this Policy has application or is effective is amended to conform to the minimum requirements of such statute or regulation. If any provision of this Policy is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
16. **NO BENEFIT TO BAILEE:** The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for loss to property covered by a Consumer Contract.
17. **OTHER CONDITIONS:**
- a. This insurance shall confer no benefits on any third party, except as endorsed hereon.
  - b. The Insured will also be required to pay as part of its obligations:
    - i. All expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company, and all interest on the entire amount of any judgment which accrues after entry of judgment.
    - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.
18. **EXCLUSIONS**

This Policy does not insure against:

- a. Any loss under a Consumer Contract which is covered by an applicable warranty provided by a manufacturer.
- b. Any loss or liability of Insured for delays in performing repairs or obtaining labor or parts.
- c. Any consequential damages, including, but not limited to, damage to covered property caused by a defect in a part supplied by a manufacturer or Insured or Insured's employee's negligence in performing a repair.
- d. Any negligent failure by Insured or Insured's employee to protect covered property from theft, vandalism or action of the elements.
- e. Loss caused by infidelity, conversion or embezzlement by any Insured who has custody of covered property or persons to whom the covered property is entrusted.
- f. Insured's liability for making refunds on cancelled Consumer Contracts.
- g. Loss or damage less than the deductible amount stated in a Consumer Contract.
- h. Any and all liabilities and obligations extending to anyone other than Insured and a Consumer Contract holder.

**19. ARBITRATION:**

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale thereof, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration.

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded. The arbitration will be before a panel of three arbitrators selected as follows: (1) one by Company; (2) one by Insured; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If Insured, Company or any agent of Company have any dispute between or among them that is subject to

arbitration and is related to any dispute covered by this arbitration clause, Insured and Company consent to a joining of the arbitration proceedings. No Insured will have the right to participate in a class action or any other collective or representative proceeding against Company. Only a Court, and not arbitrators, can determine the validity of this class action waiver. The arbitration shall take place in the county of Insured's residence, unless another location is mutually agreed upon by both parties. The parties agree to commence arbitration proceedings within sixty (60) days following the written notification of either party to the other as to their election to arbitrate a dispute regarding this Policy.

- c. Except for the filing fee and costs Insured may incur to present Insured's case, the cost of the arbitration shall be borne by Company provided, however, that should the arbitrators find that Insured has raised a dispute without substantial justification, the arbitrators shall have the authority to order that the cost of the arbitration proceedings be borne by Insured.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrators or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. This agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

**IN WITNESS WHEREOF**, the Company has executed and attested these presents:

[Authorized Officer]

[Authorized Officer]

**PROTECTIVE PROPERTY & CASUALTY INSURANCE COMPANY  
CONTRACTUAL LIABILITY POLICY**

**SCHEDULE A  
TO  
POLICY NO. \_\_\_\_\_**